

*April Wilson*

PREPARED BY: April Wilson  
OCWEN FEDERAL BANK FSB  
1665 Palm Beach Lakes Blvd.  
The Forum, Suite 105  
West Palm Beach, Florida 33401  
561-681-8745  
Loan #: 88968169

BK 1597 PG 0283

STATE MS.-DESOTO CO. *SC*  
FILED *AL*

Nov 6 10 44 AM '02

BK 1597 PG 283  
W.E. DAVIS CH. CLK.

**MISSISSIPPI**

**CORRECTIVE AUTHORIZATION TO CANCEL**

**"CORRECTIVE DOCUMENT BEING SENT FOR RECORDING TO ADD AN ORIGINAL ASSIGNMENT TO COMPLETE THE ASSIGNMENT CHAIN FOR THE AUTHORIZATION TO CANCEL RECORDED ON SEPTEMBER 27, 2002 IN BOOK 1570 AT PAGE 0238." TO THE CHANCERY CLERK OF DE SOTO COUNTY, MISSISSIPPI:**

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust dated AUGUST 06<sup>TH</sup> 1998 and executed by CHAM ELLIS BABB III AND TERRY LYNN BABB (Trustor) to NOT STATED (Trustee) and recorded on OCTOBER 12, 1998 in Book 1043 at Page 315 in the Official Records of the Chancery Clerk's Office of DE SOTO County, State of Mississippi.

Property described as follows: 770 WHITEHALL PLACE, SOUTHAVERN, MISSISSIPPI  
APN Number : 1074-1904-00571

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

*RECORD 2ND*

Dated: October 28, 2002.

When recorded mail to:  
Optima Information Solutions  
1920 Main St. Suite 450  
Irvine, CA 92614 OFBRP

**EMPIRE FUNDING CORP., AN OKLAHOMA CORPORATION DOING BUSINESS IN CALIFORNIA AS OKLAHOMA EMPIRE FUNDING CORP.**

**By its Attorney-in-Fact  
Ocwen Federal Bank FSB**

By: *[Signature]*  
Name: Brian S. Vanscoy  
Title: Servicing Officer  
Address: 1675 Palm Beach Lakes Blvd.  
The Forum, Suite 409  
West Palm Beach, FL 33401

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

**P.O.A recorded on : AUGUST 31, 2001  
Book: 91 Page: 196**

The foregoing instrument was acknowledged before me on October 28, 2002 by Brian S. Vanscoy, Servicing Officer of Ocwen Federal Bank FSB, a federal savings bank, Attorney-in-Fact for **EMPIRE FUNDING CORP., AN OKLAHOMA CORPORATION DOING BUSINESS IN CALIFORNIA AS OKLAHOMA EMPIRE FUNDING CORP.** Brian S. Vanscoy executed the foregoing document on behalf of the bank. Brian S. Vanscoy is personally known to me.

*[Signature]*  
Notary Public



Michelle R Oliver  
My Commission CC996104  
Expires January 23, 2005

Loan #: 88968169 0921 S

## EXHIBIT "A"

## TERMS AND CONDITIONS

**USE OF THIS REPORT:** This report contains information obtained from public record and Mississippi Title & Appraisal Co., makes no representation or warranty concerning its accuracy other than as specifically set forth below. THIS REPORT IS NOT AN ABSTRACT OR OPINION OF TITLE, TITLE COMMITMENT, OR GUARANTEE, OR TITLE INSURANCE POLICY.

**RECORDING SERVICES:** Recording Services provided to you include a review of any instrument offered for recording to determine whether, in MTA's opinion, such instrument will be accepted by the local recorder's office. This review is not an opinion of the legal sufficiency of the instrument or the priority of any lien created by it.

**WARRANTY:** MTA warrants to you, the customer, that the public record information contained herein has been accurately reported from the public record sources available as of the effective date of this report. MTA further warrants that it will perform all recording and update services in a professional and businesslike manner in strict compliance with your instructions. THE FORGOING WARRANTY IS THE ONLY WARRANTY WITH RESPECT TO THE REPORT AND SERVICES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATIONS:** MTA's liability for a breach of this warranty shall be limited to the actual amount of any loss incurred by you or \$20,000.00, whichever is less and is conditioned upon your taking all reasonable steps to protect any interest you may acquire in the real property described in this report. IN NO EVENT SHALL MTA BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR LIKELY. This warranty is extended to you as MTA's customer and is not intended for the benefit of any third party. MTA's warranty liability will terminate with the transfer, sale or assignment of any loan made by you which relates to the property described in this report, unless MTA agrees in writing to an extension of this warranty.